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880 Broadway Tenant LLC*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:

AMMA421, LLC,

Debtor.

Chapter 11

Case No. 21-11333 (DSJ)

**DECLARATION OF JAMES G. NUGENT  
IN FURTHER SUPPORT OF MOTION OF 880 BROADWAY PARTIES' MOTION  
TO COMPEL ASSUMPTION OR REJECTION OF 880 BROADWAY AGREEMENTS**

I, James G. Nugent, under penalty of perjury pursuant to 28 U.S.C. § 1746, hereby  
declare as follows:

1. I have served as Vice President, Real Estate at Columbia Property Trust, Inc.  
("Columbia") since January of 2020, and prior to that, served as Senior Vice President at  
Columbia's predecessor Normandy Real Estate Management, LLC, from March 2013 through  
January 2020.

2. In my capacity as Vice President at Columbia, I oversee Columbia's marketing  
and leasing of certain real estate properties, as well as the management and administration of

portions of its real estate properties. Based on my role as Vice President at Columbia, I have personal knowledge of the 880 Broadway Agreements<sup>1</sup> between the 880 Broadway Parties (affiliates of Columbia) and debtor and debtor in possession Amma421, LLC (the “Debtor”) that are at issue in the Motion to Compel, also have personal knowledge of the other matters referenced herein, unless otherwise noted.

3. I submit this Declaration in further support of the Motion to Compel, and in response to factual inaccuracies in the *Debtor’s Motion Pursuant to 11 U.S.C. § 365(d)(4) Seeking an Order to Extend the Deadline to Assume or Reject the Leases by 90 Days* (Dkt.46) (the “Motion to Extend”).<sup>2</sup>

4. The Motion to Extend inaccurately states that “the Debtor has remained current (minus the disputed rent arrearage) in its rent obligations postpetition.” Motion to Extend, ¶ 26. Setting aside disputed arrearages, the Debtor is not current on postpetition rent obligations.

5. As of the date that the Motion to Extend was filed, November 17, 2021, no rent had been paid by the Debtor for November 2021 on account of either of the 880 Broadway Agreements. And still as late as November 21, 2021 at 11:20 a.m., no rent had been paid on account of either of the 880 Broadway Agreements. Further, as stated in Exhibit A to Proof of Claim 3-1 filed by 880 Broadway Tenant in this chapter 11 case, no stub rent has been paid for the period from July 21, 2021 through July 31, 2021.<sup>3</sup>

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<sup>1</sup> Terms not defined herein shall have the meaning ascribed to them in the *Motion of 880 Broadway Parties to Compel Assumption or Rejection of 880 Broadway Agreements, Pursuant to 11 U.S.C. § 365(d)(2) and Fed. R. Bankr. P. 6006(a), and in the Event of Assumption, to Compel Compliance with 11 U.S.C. § 365(b)(1)* (Dkt. 35) (the “Motion to Compel”).

<sup>2</sup> I understand from counsel to the 880 Broadway Parties that no objection was filed to the Motion to Compel.

<sup>3</sup> For the avoidance of doubt, as reflected in Proofs of Claim 3-1 and 4-1 filed by the 880 Broadway Parties, there are additional arrearages, which based on representations in the Motion to Extend, the Debtor may dispute.

6. Moreover, the Debtor has never been current on the rent obligations it has paid throughout this chapter 11 case. Aside from the non-payment of rent noted in paragraph 5, *supra*, the Debtor consistently has paid rent late throughout this chapter 11 case. Specifically as reflected in the 880 Broadway Parties' records, and in the Debtor's own monthly operating reports, the Debtor: (i) paid August 2021 rent in two installments on August 10, 2021, and August 30, 2021; (ii) paid September 2021 rent in two installments on September 13, 2021 and September 14, 2021; and (iii) paid October 2021 rent on October 12, 2021. *See* (Dkt. 29, 34).

Dated: November 21, 2021  
New York, New York

/s/ James G. Nugent